

**FILE COPY**

Defendants.

Magistrate Judge Caiazza

### THIRD ROUND DE MINIMIS CONSENT DECREE

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UNITED STATES OF AMERICA,

Plaintiff,

v.

AIRCO CO., et al.

Defendants.

Civ. Action No. 05- \_\_\_\_\_

Judge Conti

Magistrate Judge Caiazza

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), simultaneously with lodging this Third Round De Minimis Consent Decree, is filing a complaint against the twenty (20) defendants identified in Appendix A hereto pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. § 9607(a), for the recovery of response costs previously incurred by the United States in responding to releases or threatened releases of hazardous substances at or from the Breslube-Penn Superfund Site (the "Site") located in Moon Township, Allegheny County, Pennsylvania. In its complaint, the United States also seeks a declaration of the defendants' liability for all unreimbursed future response costs to be incurred by the United States in connection with the Site.

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and it will undertake response actions in the future. In performing

these response actions, EPA has incurred and will continue to incur Response Costs at or in connection with the Site. EPA has conducted several inspections of the Site since 1988, which have revealed that numerous hazardous substances have been released at the Site, including but not limited to metals, such as arsenic, chromium, copper, mercury, nickel, lead and zinc; various volatile organic compounds ("VOCs"), such as 1,1,1,-trichloroethane, cis-1,3-dichloroethene; polychlorinated biphenyls ("PCBs"); and polycyclic aromatic hydrocarbons ("PAHs"). After reviewing sampling data from the Site, EPA concluded that "an imminent and substantial threat to human health and the environment" existed at the Site, and in November 1993, EPA obtained funding to perform a removal action. In March 1994, EPA decided to perform a fund-lead removal action at the Site. The removal action occurred between June and October 1994. Over 6,000 tons of contaminated soils and sludges were removed from the Site during the removal action. After the conclusion of this action, EPA recommended the Site for inclusion on the National Priorities List ("NPL"). The Site was listed on the NPL on June 19, 1996. In September 1998, a group of defendants ( the "Work Group Defendants") notified the United States of their desire to perform the Remedial Investigation and Feasibility Study ("RI/FS"). On February 4, 2000, EPA and the Work Group Defendants entered into an Administrative Order on Consent pursuant to which the Work Group Defendants agreed to perform the RI/FS. The Work Group Defendants submitted to EPA a final Remedial Investigation Report on August 31, 2005, and a revised draft Feasibility Study Report on September 1, 2005.

C. EPA has determined the following:

1. prompt settlement with each Settling Defendant is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

2. the payment to be made by each Settling Defendant under this Consent Decree involves only a minor portion of the Response Costs incurred and to be incurred at the Site, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$23 million, excluding interest; and

3. the amount of hazardous substances contributed to the Site by each Settling Defendant, and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant, are minimal in comparison to other hazardous substances at the Site, within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A), because the amount of hazardous substances contributed to the Site by each Settling Defendant does not exceed 150,000 gallons, which represents roughly 0.19% of the approximate 78 million gallons of hazardous substances estimated to have been sent to the Site, and the hazardous substances contributed by each Settling Defendant to the Site are not significantly more toxic and are not of significantly greater hazardous effect than other hazardous substances at the Site.

D. The Settling Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint.

E. The United States and the Settling Defendants agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to the Settling Defendants.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants, which are identified in Appendix A. Settling Defendants consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

## **IV. STATEMENT OF PURPOSE**

3. By entering into this Third Round De Minimis Consent Decree, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Defendants to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site, and for Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site, subject to the "Reservation of Rights by the United States" in Section X of this Decree;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Settling Defendants for their allocated shares of Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, to provide for full and complete contribution protection for Settling Defendants with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

#### **V. DEFINITIONS**

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Decree" or "Decree" shall mean this Consent Decree, and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any

successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Matters Addressed" shall mean all response actions which have been taken at the Site, or may in the future be undertaken at the Site, including, but not limited to, removal actions, remedial actions, the RI/FS being conducted by the Work Group Defendants, and all Site Past Response Costs and Site Future Response Costs incurred or to be incurred at or in connection with the Breslube-Penn Site.

h. "Minimum Premium Option" shall mean the lower of the two payment options offered to *de minimis* parties in this Consent Decree, which option appears in **Column 7** of the Third Round Payment Chart attached to this Consent Decree as Appendix C. The Minimum Premium Option is subject to the Reopener Provision described in Paragraph 8 of this Consent Decree.

i. "Maximum Premium Option" shall mean the higher of the two payment options offered to *de minimis* parties in this Consent Decree, which option appears in **Column 8** of the Third Round Payment Chart attached to this Consent Decree as Appendix C. The Maximum Premium Option is not subject to the Reopener Provision described in Paragraph 8 of



this Consent Decree.

j. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

k. "Parties" shall mean the United States and the Settling Defendants.

l. "Reopener Provision" shall mean the provision that appears in Paragraph 8 of this Consent Decree which subjects those Settling Defendants who select the Minimum Premium Option (in Column 7 of the Third Round Payment Chart) to a reopener of liability in the event that Site Future Response Costs exceed \$26,000,000.

m. "Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

n. "Third Round *De Minimis* Settlement Payment Chart" (or "Third Round Payment Chart") shall mean the summary prepared by EPA which identifies the volumetric share, expressed in total gallons of waste sent to the Breslube-Penn Site, and the cost share (including Site Past Response Costs and Site Future Response Costs) and a premium payment assigned to each *de minimis* party, attached as Appendix C hereto.

o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

p. "Settling Defendants" shall mean those persons, corporations or other entities who are eligible to participate and have agreed to participate in this Consent Decree, and who are listed in Appendix A.

q. "Site" shall mean the Breslube-Penn, Inc. Superfund Site, encompassing approximately 5 acres, located at 84 Montour Road (also known as Ewing Road), Coraopolis,

Moon Township, Allegheny County, Pennsylvania, and generally shown on the map attached as Appendix B.

r. "Site Future Remedy Costs" is a subset of "Site Future Response Costs," and shall mean EPA's estimate of those costs that will be incurred by EPA and/or by potentially responsible parties ("PRPs") for the Breslube-Penn Site in the future in connection with the remedial design(s) and/or remedial action(s) at the Site, pursuant to a Record of Decision.

s. "Site Future Response Costs" shall mean all "Site Future Remedy Costs;" all other Response Costs that the EPA and/or the United States Department of Justice ("USDOJ") have incurred, and will incur, from February 1, 2003 through December 31, 2004 (the projected approximate date for completion of this *de minimis* settlement process); and the estimated \$65,000 in Response Costs that the "Work Group Defendants" have projected they will incur to complete the remedial investigation/feasibility study ("RI/FS") for the Site.

t. "Site Past Response Costs" shall mean all Response Costs incurred by EPA and by USDOJ at or in connection with the Site through the date January 31, 2003, and all Response Costs incurred by the Work Group Defendants at or in connection with the Site through the date November 17, 2003;

u. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

v. "Work Group Defendants" are those named defendants in the United States v. Allegheny Ludlum Corp., et al. (C.A. No. 97-1863, W.D. Pa) litigation that have entered into an Administrative Order on Consent with EPA to perform the RI/FS at the Site: Exxon-Mobil Corporation, Viacom Inc. (formerly CBS Corporation and Westinghouse Electric Corporation),

Hussey Copper Ltd., USX Corporation, Ford Motor Company and General Motors Corporation. The Work Group Defendants included Kaiser Aluminum Corp. until it notified the other members of the Work Group in early 2002 that it no longer intended to continue participating in the Group, and thereafter filed for bankruptcy.

## **VI. PAYMENT**

5. Within thirty (30) days after entry of this Consent Decree, each Settling Defendant shall pay to the EPA Hazardous Substance Superfund the amount for the payment option (**Column 7 or Column 8**) that it has selected, as set forth in the row where its name appears in the Third Round De Minimis Settlement Payment Chart (Appendix C) to this Consent Decree.

6. Each Settling Defendant's payments include an amount for all Site Past Response Costs, all Site Future Response Costs; and a premium to cover certain risks and uncertainties associated with this settlement. The premium differs depending upon which of two settlement options is chosen, as explained in Paragraph 7 below.

7. EPA has established two payment options: **the Minimum Premium Option in Column 7** of the Third Round Payment Chart (Appendix C) which contains the lowest possible premium that must be paid to participate in this settlement, and is coupled with the "Reopener Provision" (See Paragraph 8, below), for overruns of Site Future Response Costs, and **the Maximum Premium Option in Column 8** of the Third Round Payment Chart which contains a higher premium, and is not subject to the "Reopener Provision." **The Maximum Premium Option in Column 8** covers certain risks including: 1) the risk that EPA will not be able to recover Response Costs from many PRPs on the Third Round Payment Chart because they are now defunct or unreachable, have declared bankruptcy, or otherwise have an inability to pay

(EPA has applied a 25% premium for this risk on both Site Past Response Costs and Site Future Response Costs) ; and 2) the risk that Site Future Response Costs will be higher than EPA currently projects (EPA has applied a 100% premium for this risk to Site Future Response Costs). **The Minimum Premium Option in Column 7** covers the risk described in 1) above, by applying the same 25% premium on both Site Past Response Costs and Site Future Response Costs), but only *partially* covers the risk described in 2) above, by applying only a 50% premium for the risk of overruns on Site Future Response Costs. If Site Future Response Costs exceed \$26,000,000, then the Reopener Provision (Paragraph 8 below) may be triggered, at EPA's discretion, for **Column 7 Settlers**. The selection of the **Column 7 Minimum** or **Column 8 Maximum Payment Option** shall be made by each Settling Defendant by marking the appropriate box on its signature page to this Decree.

8. **Reopener Provision for the Column 7 Minimum Payment Option-**

a. Although **Column 7 Settlers** will pay less money to settle now, they shall assume the risk that Site Future Response Costs will exceed \$26,000,000. If Site Future Response Costs exceed \$26,000,000, EPA, in its discretion, may require **Column 7 Settlers** to pay additional money under this Consent Decree. If EPA so chooses, it shall issue a written demand for additional payments to **Column 7 Settlers**, which demand shall be based on each **Column 7 Settlor's** percentage share (as it appears on Appendix C) of the additional Site Future Response Costs above \$26,000,000 that have been (will be) incurred at the Site. No premium would be attached to any such future payment. The additional payment shall be due from each **Column 7 Settlor** within sixty (60) days following receipt of such a demand. By signing this Consent Decree, **Column 7 Settlers** agree that they will make such additional payments to EPA in the

future in the event that Site Future Response Costs exceed \$26,000,000.

b. If a **Column 7 Settlor** fails timely to comply with a future demand by EPA for additional payment, such PRPs shall be in violation of this Consent Decree and shall be subject to the assessment of civil penalties and Interest from the date of the demand, as set forth in Section VII ("Failure to Make Payment"). Further, in the event of such nonpayment, and notwithstanding any other provision of this Consent Decree, the United States, including EPA, reserves, and this Consent Decree is without prejudice to, the right to issue administrative orders requiring such **Column 7 Settlor** to undertake additional cleanup activities; and the right to institute judicial proceedings seeking to compel such **Column 7 Settlor** to reimburse EPA for a higher share of Response Costs.

9. The settlement option (**Column 7** or **Column 8**) selected by each Settling Defendant shall affect the scope of EPA's covenant not to sue, as well as the reservation of rights made by EPA, as set forth in Sections IX and X of this Consent Decree, respectively.

10. a. Each payment by a Settling Defendant shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check or a letter accompanying each check, shall identify the name and address of the party making payment, the Breslube Penn, Inc. Site name, the EPA Region and Site Spill ID Number 03BDO, and DOJ Case Number 90-11-3-1762/1 and shall be sent to:

Environmental Protection Agency RIII  
P.O. Box 360515  
Pittsburgh, PA 15251-6515

b. The total amount to be paid pursuant to this Section and Appendix C to this Consent Decree shall be deposited in the Breslube-Penn, Inc. Superfund Site Special Account within the

EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

11. At the time of payment of the **Column 7** or the **Column 8** amount, each Settling Defendant shall send notice that such payment has been made to:

Lisa A. Cherup  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
DJ No. 90-11-3-1762  
P.O. Box 7611  
Washington, D.C. 20044-7611

Mary E. Rugala  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street (Mail Code 3RC42)  
Philadelphia, PA 19103-2029

Barbara Borden (3PM30)  
Comptroller's Office  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

U.S. EPA Region III Docket Clerk  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street (Mail Code 3RC00)  
Philadelphia, PA 19103-2029.

## **VII. FAILURE TO MAKE PAYMENT**

12. If any Settling Defendant fails to make full payment of the **Column 7** amount or the **Column 8** amount that appears next to its name in the Third Round Payment Chart (Appendix C) within thirty (30) days from the date of entry of the Consent Decree, such Settling

Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment of the **Column 7** or the **Column 8** amount next to its name, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties in accordance with Section 122(I) of CERCLA, 42 U.S.C. § 9622(I), for failure to make timely payment.

#### **VIII. CERTIFICATION OF SETTLING DEFENDANTS**

13. By signing this Consent Decree, each Settling Defendant certifies, individually, that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

#### **IX. COVENANT NOT TO SUE BY UNITED STATES**

14. In consideration of the payments that will be made by Settling Defendants under

the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by the United States), the United States provides the following covenants not to sue:

a. **For Column 8 Settlers-**

The following paragraph applies to those Settling Defendants who have selected the "Column 8 Maximum Premium Option."

The United States covenants not to sue or take administrative action against such Settling Defendants pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each such Settling Defendant upon receipt of that Settling Defendant's **Column 8** payment as required by Section VI of this Consent Decree. With respect to each such Settling Defendant, individually, this covenant not to sue is conditioned upon: 1) the satisfactory performance by Settling Defendant of all obligations under this Consent Decree; and 2) the veracity of the information provided to EPA by the Settling Defendant relating to their involvement with the Site.

b. **For Column 7 Settlers-**

The following paragraph applies to those Settling Defendants who have selected the "Column 7 Minimum Premium Option."

The United States covenants not to sue or take administrative action against such Settling Defendants pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each such Settling Defendant



upon receipt of that Settling Defendant's **Column 7** payment as set forth in Appendix C to this Decree. With respect to each such Settling Defendant, individually, this covenant not to sue is conditioned upon: 1) future compliance with the "Reopener Provision" set forth in Paragraph 8, *supra*; 2) the satisfactory performance by Settling Defendant of all other obligations under this Consent Decree; and 3) the veracity of the information provided to EPA by Settling Defendant relating to their involvement with the Site.

15. The covenant not to sue provided in this Section extends only to Settling Defendants, and does not extend to any other person.

#### **X. RESERVATION OF RIGHTS BY UNITED STATES**

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by United States in Section IX of this Decree. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in

connection with the Site, after signature of this Consent Decree.

17. Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual Settling Defendant in this action or in a new action or to issue an administrative order to any individual Settling Defendant seeking to compel that Settling Defendant to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered which indicates that such Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling Defendant no longer qualifies as a *de minimis* party at the Site because Settling Defendant contributed greater than 0.19% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

b. information is discovered which demonstrates that the certifications made by the Settling Defendant pursuant to Section VIII herein are false or otherwise incorrect; or

c. the Settling Defendant fails to comply with any term or obligation under this Consent Decree.

## **XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

18. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, as amended, 28 U.S.C. § 2412, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 22 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 16(c) or (d) or Paragraph 17, but only to the extent that Defendants' claims arise from the same response action, Response Costs, or damages that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

20. Settling Defendants agree not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Defendant.

## **XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

21. Except as provided in Paragraph 20 (Waiver of Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 20 (Waiver of Claims), the United States and Settling Defendants each reserve any and all rights including, but not limited to, any right to contribution, defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of Response Costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this paragraph affects the enforceability of the Covenant Not to Sue by the United States included in Section IX.

23. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant that is in compliance with all payment requirements of this Decree is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "Matters Addressed" in this Consent Decree.

### **XIII. RETENTION OF JURISDICTION**

24. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

### **XIV. INTEGRATION/APPENDICES**

25. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached and incorporated into this Consent Decree:

Appendix A: List of Settling Defendants

Appendix B: Map of the Site

Appendix C: Third Round *De Minimis* Settlement Payment Chart

### **XV. PUBLIC COMMENT**

26. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose

facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

#### **XVI. EFFECTIVE DATE**

27. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 26.

#### **XVII. SIGNATORIES/SERVICE**

28. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his delegatee, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

29. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

30. Each Settling Defendant shall identify, on the attached signature pages, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. The Parties agree that Settling Defendants

need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005.

\_\_\_\_\_  
United States District Judge

THE UNDERSIGNED PARTIES enter into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al, U.S.D.C. (W.D.Pa.) Civil Action No. 05\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania:

FOR THE UNITED STATES OF AMERICA

KELLY A. JOHNSON  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: \_\_\_\_\_

By: \_\_\_\_\_  
W. Benjamin Fisherow  
Deputy Section Chief  
Environmental Enforcement Section,

Date: \_\_\_\_\_

\_\_\_\_\_  
Lisa A. Cherup  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
(202) 514-2802



MARY BETH BUCHANAN  
United States Attorney  
Western District of Pennsylvania

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert L. Eberhardt  
Assistant United States Attorney  
Western District of Pennsylvania  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219  
(412) 644-5890  
PA ID NO. 10325

---

Donald S. Welsh  
Regional Administrator, Region III  
U.S. Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103-2029

---

William C. Early  
Regional Counsel  
U.S. Environmental Protection Agency,  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

---

Mary E. Rugala  
John J. Monsees  
Senior Assistant Regional Counsel  
Jefferie E. Garcia  
Assistant Regional Counsel  
U.S. Environmental Protection Agency,  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

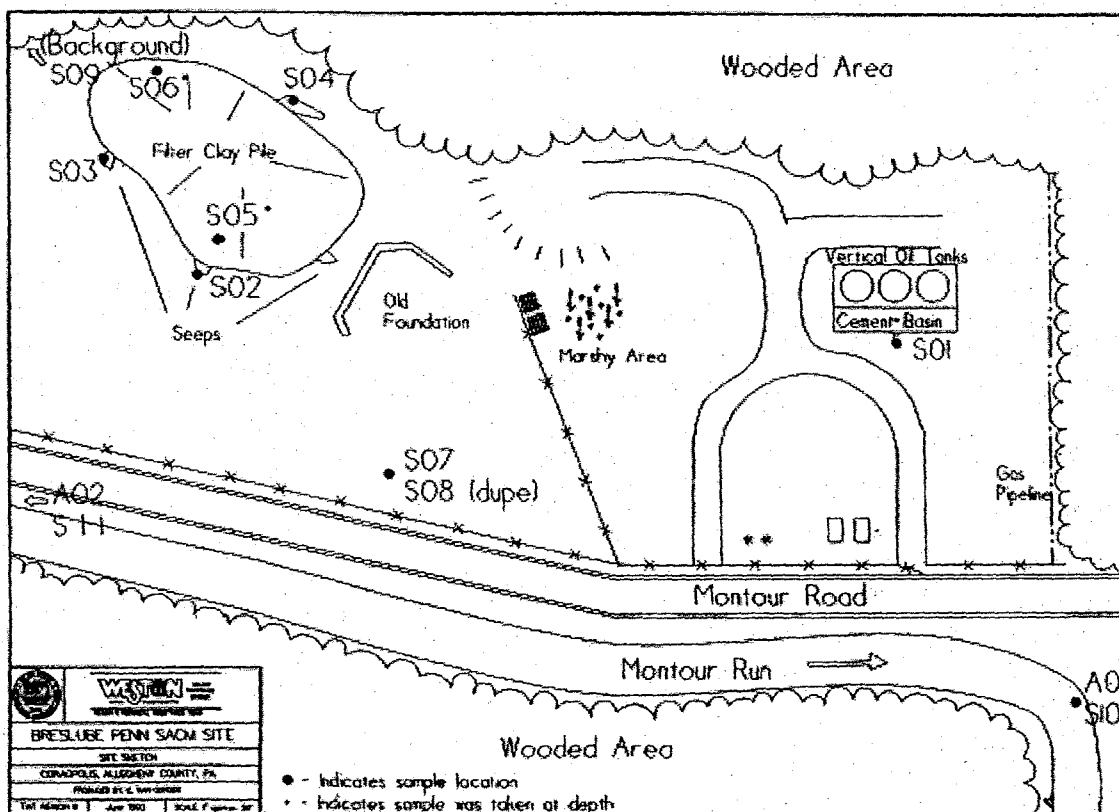
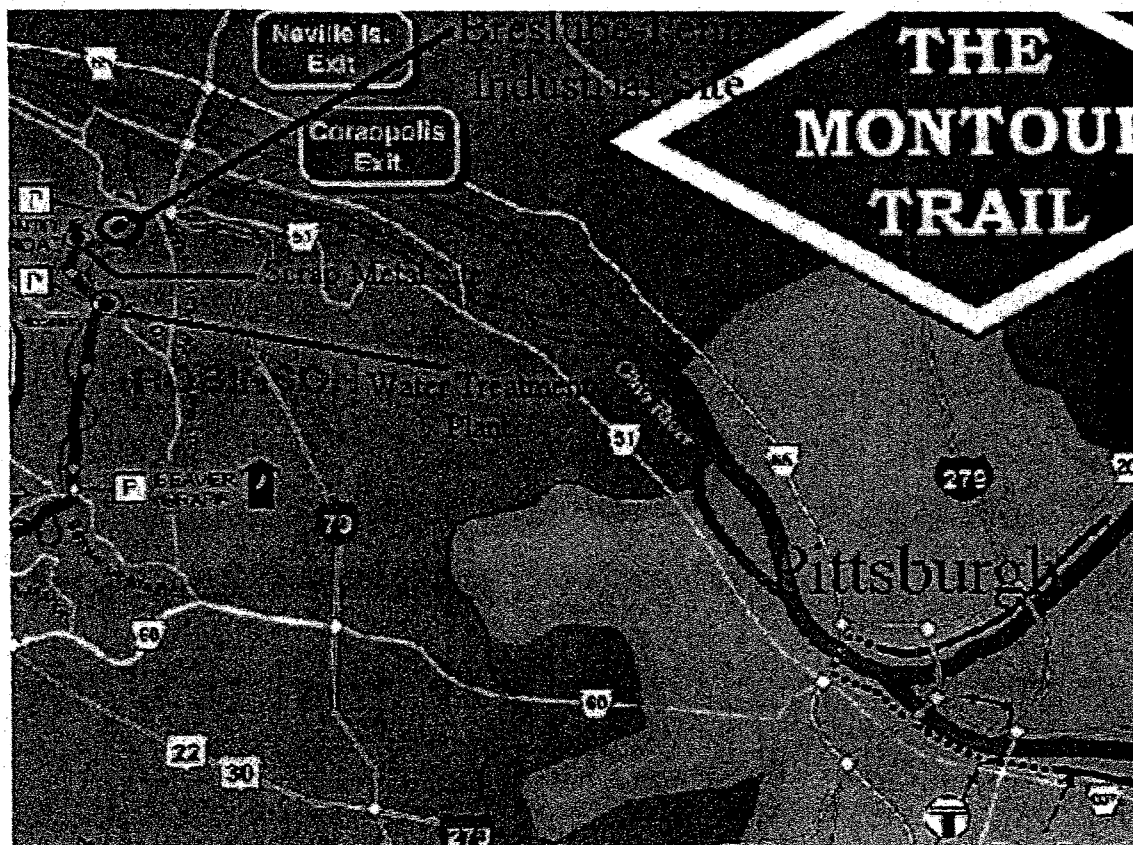
Breslube-Penn Superfund Site  
Third Round *De Minimis* Settlement

## **APPENDIX A**

### **List of Settling Defendants**

Airco  
American Cooperage  
Chevron Global Energy (f/k/a Gulf Research & Development)  
City of Avon Lake  
ConocoPhillips, Co.  
Consolidate Aluminum Corporation  
Divers City Steel Auto-Crushers, Inc.  
Don Allen Chevrolet Company  
DuPont  
Eastalco Aluminum Co.  
Giant of Maryland, LLC (on behalf of Giant Food)  
Glen Springs Holding Company (On behalf of Citgo Petroleum Corp. and Canadian Oxy  
Offshore Production)  
Hazleton Oil  
Ingram Barge Co. (Ohio Barge Line, Inc.)  
McCutcheon Enterprises, Inc.  
Mestek, Inc. (f/k/a Mesta Machine)  
Pfizer Medical Center  
Sheehy Ford  
Stiver Motors  
Turbodyne (Dresser Rand)

# APPENDIX B- SITE MAP



Appendix C  
Breslube Penn  
Third Round De Minimis Settlement Payment Chart

**Site Past Response Costs\***

(Includes \$1,156,873.00 in Work Group RI/FS Costs):  
One future response cost

\$5,736,524.77

(Includes \$65,000.00 in Work Group RI/FS Costs):

\$17,300,000.00

Total Site Volume (gallons): 77,813,387.86

Payment to EPA per Gallon (Minimum Premium): \$ .48 cents  
Payment to EPA per Gallon (Maximum Premium): \$ .59 cents  
(Cost per gallon rounded to nearest hundredth)

*Defendant Parties are in bold face type*

*For these defendants, Site Past Response Costs total \$6,683,629.07  
which includes pre-judgment interest*

*This information does not constitute a non-binding preliminary allocation of responsibility under CERCLA section 122(e)(3). This information should not be construed as an allocation of responsibility or liability by EPA. This waste-in list and volumetric ranking is provided solely for your information.*

**Sample Entry and Explanation of Cost Equations:**

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
0000	ABC Company	100,000.00	0.1285125898642500%	XYZ Shipping 17,500	\$ 29,604.83	\$ 48,122.38	\$ 59,238.72
EQUATIONS USED TO CALCULATE:			Total Volume / Total Site Volume	Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	% of Total Site Volume x Total Past and Future Response Costs	Base Share of Site Past and Future Response Costs+ (50% of future response costs + 25% of past and future response costs)	Base Share of Site Past and Future Response Costs + (100% of future response costs + 25% of past and future response costs)
			$100,000 / 77,802,721.86 = 0.0012851258986425$		$0.0012851258986425 \times (\$5,736,524.77 + \$17,300,000.00)$	$\$29,604.83 + (.5 \times (0.0012851258986425 \times \$17,300,000)) + (.25 \times (0.0012851258986425 \times \$73,036,524.77))$	$\$29,604.83 + (1.00 \times (0.0012851258986425 \times \$17,300,000)) + (.25 \times (0.0012851258986425 \times \$73,036,524.77))$

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
1796	Mestek Inc. (f/k/a Mesta Machine)	135,762.00	0.1744712622515030%		\$ 40,192.12	\$ 65,331.91	\$ 80,423.67
6378	ConocoPhillips, Co.	103,562.50	0.1330908508781640%	Union "76" 508	\$ 30,659.51	\$ 49,836.74	\$ 61,349.10
2241	McCutcheon Oil	101,484.00	0.1304197166978360%	Covert 6,007	\$ 30,044.17	\$ 48,836.52	\$ 60,117.82
1242	Chevron Global Energy (f/k/a Gulf Research and Development)	95,978.00	0.1233438134999100%	Peloquin Ind. 185	\$ 28,414.13	\$ 46,186.90	\$ 56,856.14
1006	Consolidated Aluminum Corporation	87,420.00	0.1123457060593270%		\$ 25,880.55	\$ 42,068.59	\$ 51,786.49
2145	DuPont	58,845.00	0.0756232335056180%		\$ 17,420.96	\$ 28,317.62	\$ 34,859.03
6362	Canadian OXY Offshore Production Company (f/k/a Citgo Petroleum Corporation)	55,595.00	0.0714465743150299%		\$ 16,458.81	\$ 26,753.64	\$ 32,933.77
3178	Eastalco Aluminum Co.	46,670.00	0.0599768256896455%		\$ 13,816.58	\$ 22,458.72	\$ 27,646.71

\* Please refer to prior 3/29/04 letter, "Payment to the US" and Section VI of the final Consent Decree for explanation of Minimum and Maximum Premium Options.

\*Please refer to section V of final Consent Decree for definitions of terms.

Appendix C  
Breslube Penn  
Third Round De Minimis Settlement Payment Chart

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
3002	Giant Food	30,319.00	0.0389637321209420%		\$ 8,975.89	\$ 14,590.23	\$ 17,960.59
1734	Ohio Barge Line	12,996.50	0.01670213874170733%		\$ 3,847.59	\$ 6,254.23	\$ 7,698.96
2928	Sheehy Ford	10,251.00	0.0131738255869843%		\$ 3,034.79	\$ 4,933.03	\$ 6,072.56
2929	Pfizer Medical Center	8,570.00	0.0110135289513662%		\$ 2,537.13	\$ 4,124.09	\$ 5,076.76
1271	Airco	7,867.00	0.0101100854446206%		\$ 2,329.01	\$ 3,785.79	\$ 4,660.31
2245	Hazleton Oil	7,000.00	0.0089958812904975%	H. O. C. 7,000	\$ 2,072.34	\$ 3,368.57	\$ 4,146.71
6332	City of Avon Lake	6,213.00	0.0079844872082659%		\$ 1,839.35	\$ 2,989.84	\$ 3,680.50
4915	Turbodyne Corp.	5,895.00	0.0075758171724976%		\$ 1,745.20	\$ 2,836.81	\$ 3,492.12
714	Don Allen Chevrolet	5,880.00	0.0075565402840179%		\$ 1,740.76	\$ 2,829.60	\$ 3,483.24
852	Diver-Steel City Auto Crushers Inc.	4,907.00	0.0063061127846388%		\$ 1,452.71	\$ 2,540.57	\$ 3,086.05
782	Sliver Motors	4,675.00	0.0060079635761537%	Homan Oil Company 2,250	\$ 1,384.03	\$ 2,249.72	\$ 2,769.41
5459	American Cooperage	3,000.00	0.0038553776959275%		\$ 888.15	\$ 1,443.67	\$ 1,777.16
	Total For all Third Round DeMinimis Settlement	792,890.00	1.0189634737746500%		\$ 234,733.77	\$ 381,736.77	\$ 469,877.11

\* Please refer to prior 3/29/04 letter, "Payment to the US" and Section VI of the final Consent Decree for explanation of Minimum and Maximum Premium Options.  
+Please refer to section V of final Consent Decree for definitions of terms.

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT AIRCO

(Breslube Penn PRP ID # 1271)

Date: 10/27/05

Signature: \_\_\_\_\_

Name: James Merriam

Title: Mgr. Environmental Affairs

Address: 575 Mountain Ave.

Murray H. 71, NJ

07974

Phone #: 908-771-1270

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael Resh

Title: Mgr Environmental Remediation

Address: Boc

575 Mountain Avenue

Murray Hill, NJ 07974

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT AMERICAN COOPERAGE

(Breslube Penn PRP ID # 5459)

Date: 10/14/05

Signature: \_\_\_\_\_

Name: AMERICAN COOPERAGE & STEEL IRON C

Title: PRESIDENT

Address: 1918 STEVENSON ROAD  
BALTIMORE MD 21208

Phone #: 410/486/4140

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CHEVRON GLOBAL  
ENERGY (f/k/a GULF RESEARCH AND  
DEVELOPMENT)

(Breslube Penn PRP ID # 1242)

Date: 17 Oct 2005

Signature: \_\_\_\_\_

Name: FRANK G. SOLER

Title: ASSISTANT SECRETARY

Address: 10001 Bollinger Canyon Rd  
Bldg T-3206

San Ramon, CA 94583

Phone #: 925-842-2814

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Service Company

Title: \_\_\_\_\_

Address: 2704 Commerce Drive  
Harrisburg, PA 17110

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CITY OF AVON LAKE, OH

(Breslube Penn PRP ID # 6332)

Date: October 24, 2005

Signature: \_\_\_\_\_

Name: ROBERT J. BERNER

Title: MAYOR

Address: CITY OF AVON LAKE

150 AVON BORDON RD

AVON LAKE, OHIO 44012

Phone #: 440-933-6141

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Geoffrey R. Smith

Title: Director of Law

Address: 150 Avon Belden

Avon Lake, Ohio 44012

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CONOCOPHILLIPS, CO.

(Breslube Penn PRP ID # 6378)

Date: 10/12/2005

Signature: \_\_\_\_\_ PC

Name: William A. Kitchen

Title: Mgr. Risk Mgmt & Remediation

Address: 600 North Dairy Ashford

Suite TN 5022

Houston, TX 77079

Phone #: 832-379-6446

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: United States Corporation Company

Title: \_\_\_\_\_

Address: 701 BRAZOS STREET

Suite 1050

Austin, TX 78701

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CONSOLIDATED  
ALUMINUM CORPORATION

(Breslube Penn PRP ID # 1006)

Date: 10/26/05

Signature: \_\_\_\_\_

Name: James E. Hughes

Title: Vice President

Address: 55 West Port Plaza  
Suite 614, St Louis  
MO 63145-3130

Phone #: 314-542-9189

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Joseph H. Weyhrich

Title: Attorney

Address: Lewis, Rice & Fingersh, L.C.  
500 North Broadway, Suite 2000  
St. Louis, MO 63102

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐  
(\$2,540.57)

Column 8 Maximum Premium Option ☒  
(\$3,086.05)

FOR DEFENDANT DIVERS CITY STEEL  
AUTO-CRUSHERS, INC.

(Breslube Penn PRP ID # 852)

Date: 10/31/05

Signature: \_\_\_\_\_

Name: Terry Diver

Title: Vice President

Address: P.O. Box 1293  
Youngstown OH 44501

Phone #: 330-744-5083

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Terry Diver

Title: Vice President

Address: P.O. Box 1293  
Youngstown OH 44501

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT DON ALLEN CHEVROLET

(Breslube Penn PRP ID # ~~14~~)

Date: 10/21/05

Signature: \_\_\_\_\_

Name: DAVID K. VOELKER

Title: PRESIDENT

Address: 5315 BAUM BLVD  
PITTSBURGH PA 15224

Phone #: 412-681-4800

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: STEPHEN H. WALKER

Title: CONTROLLER / ASST SEC'y

Address: 5315 BAUM BLVD  
PITTSBURGH PA 15224

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT E.I. DUPONT DE NEMOURS  
AND COMPANY

(Breslube Penn PRP ID # 2145)

Date: 10/10/05

Signature: \_\_\_\_\_

Name: Thomas L. Sager <sup>0</sup>

Title: Vice President & Assistant General Counsel

Address: 1007 Market Street

D-7038-3

Wilmington, DE 19898

Phone #: 302-774-3017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT EASTALCO ALUMINUM  
CO.

(Breslube Penn PRP ID # 3178)

Date: 10-18-2005

Signature: \_\_\_\_\_

Name: Ronald D. Dickel

Title: Vice President

Address: 201 Isabella Street

Pittsburgh, PA 15212

Phone #: 412-553-4026

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Corporation Service Company

Title: \_\_\_\_\_

Address: 2704 Commerce Drive

Harrisburg, PA 17110



THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected: \_\_\_\_\_

Column 7 Minimum Premium Option **G**

Column 8 Maximum Premium Option **G**

FOR GIANT FOOD LLC

(Breslube Penn PRP ID # 3002)

Date: 11/1/05

Signature: \_\_\_\_\_

Name: Thomas Hippler

Title: Executive Vice President

Address: 1385 Hancock St.

Quincy, MA 02205

Phone #: 617-770-6017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven Roberts

Title: Assistant Secretary

Address: 1385 Hancock St.

Quincy MA 02205

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D. Pa.) Civil Action No. 05-\_\_\_\_,

Relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT GLENN SPRINGS  
HOLDINGS, INC. ON BEHALF OF CITGO  
PETROLEUM CORP. AND CANADIAN OXY  
OFFSHORE PRODUCTION,  
(Breslube Penn PRP Id # 6362),  
(For Purposes of this Consent Decree, the Settling  
Defendants are Citgo Petroleum Corp. and  
Canadian Oxy Offshore Production)

Date:

11/03/2005

Signature: \_\_\_\_\_

C

Name: \_\_\_\_\_

Franklin K. Miller

Title: \_\_\_\_\_

Vice President

Address: \_\_\_\_\_

2480 Fortune Drive, Ste 300  
Lexington, KY 40509

Phone #: \_\_\_\_\_

859-543-2100

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT HAZELTON OIL SALVAGE

(Breslube Penn PRP ID # 2245)

Date: 10-25-05

Signature: \_\_\_\_\_

Name: FRANK UMBRIAC

Title: Retired

Address: 18201

Phone #: \_\_\_\_\_

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: please read

Title: lead page in full

Address: \_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option **G** Column 8 Maximum Premium Option **G**

FOR DEFENDANT INGRAM BARGE CO. (ON  
BEHALF OF OHIO BARGE LINE, INC.)

(Breslube Penn PRP ID # 1734)

Date: 10/28/05

Signature: \_\_\_\_\_

Name: Daniel P. Meeklenborg

Title: Sr. V.P. H/R and Planning and Analysis,  
and Chief Legal Officer

Address: \_\_\_\_\_

4400 Harding Road

Nashville, TN 37205

Phone #: (615) 298-8209

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Daniel P. Meeklenborg

Title: Sr. V.P. H/R and Planning and Analysis  
and Chief Legal Officer

Address: \_\_\_\_\_

4400 Harding Road,

Nashville, TN 37205

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

**Column 7 Minimum Premium Option** ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT McCutcheon Enterprises (f/k/a  
McCutcheon Oil)

(Breslube Penn PRP ID # 2241) //

Date: 10/24/05

Signature: (

Name: Calvin S. McCutcheon

Title: President

Address: 250 Park Road  
Apollo, PA 15613

Phone #: (724) 568-3623

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Charles F. Fox, III, Esquire

Title: \_\_\_\_\_

Address: 171 Columbia Avenue  
Vandergrift, PA 15690

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT MESTEK INC. (f/k/a MESTA MACHINE)

(Breslube Penn PRP ID # 1796)

Date: 10/04/2005

Signature: \_\_\_\_\_

Name: J. Nicholas Filler

Title: Sr. Vice President - Corp. & Legal Affairs

Address: Mestek, Inc.

260 N. Elm St.

Westfield MA 01085

Phone #: 413-568-9571

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ann McClure

Title: Sr. Counsel

Address: Mestek, Inc.

260 N. Elm St.

Westfield MA 01085

413-564-5713

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option **G**

Column 8 Maximum Premium Option **G**

*Selected.*

FOR DEFENDANT PFIZER INC.

(Breslube Penn PRP ID # 2929)

Date: 10/27/05

Signature: \_\_\_\_\_

Name: CAROL A. CASAZZA<sup>UU</sup>

Title: ASST GENERAL COUNSEL

Address: 150 East 42<sup>nd</sup> Street

NY, NY 10017

Phone #: 212-573-1161

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☒ Column 8 Maximum Premium Option ☐

FOR DEFENDANT SHEEHY FORD

(Breslube Penn PRP ID # 2928)

Date: 10/24/05

Signature: \_\_\_\_\_

Name: Brand Fowler

Title: V.P.

Address: 5201 Auth Rd.  
Manassas Hts, MD 20746

Phone #: \_\_\_\_\_

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT STIVER MOTORS for  
GREENWOOD CHEVROLET AND  
GREENWOOD'S HUBBARD CHEVROLET  
(Breslube Penn PRP ID # 782)

Date: 10/18/05

Signature: \_\_\_\_\_

Name: GREGORY L. GREENWOOD

Title: President of Greenwood Chevrolet and

on behalf of Greenwood's Hubbard Chevrolet and

Stiver Motors

Address: Greenwood's HUBBARD CHEVROLET

2635 North Main St

HUBBARD, OH ~~44425~~ 44425

Phone #: 330-534-1961

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DANIEL T. SWANSON

Title: COUNSEL

Address: 2757 ELGINFIELD RD.

Columbus, OH 43220

THE UNDERSIGNED PARTY enters into this Third Round De Minimis Consent Decree in the matter of United States v. Airco Co., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 05-\_\_\_\_\_, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

**Payment Option Selected:**

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT DII INDUSTRIES, LLC for  
TURBODYNE CORP.

(Breslube Penn PRP ID # 4915)

Date: 10/25/05

Signature: \_\_\_\_\_

Name: James W. Ferguson

Title: VP

Address: 10200 Bellaire Blvd.  
Houston, TX 77072

Phone #: 281 575 4337

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation

Title: \_\_\_\_\_

Address: 1021 Main St., Ste 1150  
Houston, TX 77020